

PBA COUNTER PROPOSAL
ARTICLE 16 – PAID TIME OFF (BOTH UNITS)
July 9, 2014

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[Signature]

ARTICLE 16

PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation under the Fair Labor Standards Act.

Eligibility/Administration

16.2 PTO is granted for personal time off (vacation or leisure time), personal illness, to include physician and dental appointments only for the time necessary to meet such appointments, injury, pregnancy, or a serious illness in the employee's immediate family (medical absence). Immediate family for this purpose is defined as parent or stepparent, spouse, children or stepchildren, or other dependents living in the household. In addition, upon approval of the Chief of Police, PTO may also be used for the serious illness of the employee's mother, mother-in-law, father or father-in-law. In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under the Workers' Compensation Law. If an employee collects PTO

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for all or any part of the first seven (7) days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO entitlement, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO entitlement will not accrue once an employee has reached the maximum accrual permitted.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If

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the employee does not have a sufficient balance in his PTO account this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor. PTO time shall be requested in writing, in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in the absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, pursuant to Article 34.1 and 34.2 ~~exclusive of any other factors~~.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave and may exercise that authority when appropriate. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

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61 Under no circumstances will the leave be granted when it would require that overtime be paid to
62 another person because of the employee's absence.

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Accrual

65 16.18 PTO entitlement shall accrue for each full-time employee from the employee's
66 date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971

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Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

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Maximum Accrual Permitted

70 16.19 Unused PTO may be accrued to a maximum of 595 hours.

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PTO Sell-Back

72 16.20 Those employees who desire to sell PTO leave hours back to the City rather than
73 use them are allowed to do so under the following guidelines:

74 The employee must complete a written request in a form acceptable to
75 Human Resources.

76 A maximum of one hundred and seventy (170) hours may be sold back to
77 the City in any one fiscal year.

78 A minimum of eight (8) hours must be sold on each occasion.

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An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.

Employees may exercise this option a maximum of two (2) times a fiscal year.

Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's ICMA account, at the option of the employee, subject to any applicable plan limitations.

16.21 PTO Donation and Exchange Policy. The city has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All permanent full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living the same household).
- b. Employees are only eligible to receive a maximum of twelve (12) weeks of donated PTO leave per twelve (12) month rolling period. (Example: once 12 weeks have been used, the employee is not eligible to use donated sick leave until 12 months have passed.)

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c. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.

d. An employee shall be eligible to request the assistance of donated PTO leave when:

1. All accrued time has been exhausted; and
2. Employee has been absent for at least fourteen (14) consecutive calendar days in either paid or unpaid leave status.

e. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph d above.

f. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

g. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

h. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

i. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

j. The minimum donation allowed shall be four (4) hours.

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k. The hours donated will not be taken from the donor's account until they are actually used.

Leaving In "Good Standing"

16.22 To leave in "good standing" for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks' written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; provide the City with a forwarding address; and complete an Exit Interview with Human Resources. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 382 hours.

c. This Section 16.23 shall not apply to any case of discharge for any reason related to discipline or work performance.

PBA COUNTER PROPOSAL 1
ARTICLE 34 – COMPENSATION CORPL-SGT
UPDATED - SEPTEMBER 5, 2014

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ARTICLE 34

COMPENSATION


34.1 The below listed salary ranges shall remain in effect for fiscal year 20134-145 beginning October 1, 20134 and ending September 30, 20145. Future wage/salary increases during the term of this Agreement shall be negotiated by the Parties as provided in section 34.2 of this Article.

	Hourly Min	Hourly Max	Annual Min	Annual Max	PTO Accrual Max Rate
Police Corporal 304	\$18.33	\$26.93 <u>\$28.28</u>	\$40,509.30	\$59,515.30 <u>\$62,491.07</u>	<u>\$26.93</u>
Detective Corporal 304	\$18.33	\$26.93 <u>\$28.28</u>	\$40,509.30	\$59,515.30 <u>\$62,491.07</u>	<u>\$26.93</u>
Police Sergeant 306	\$19.06	\$27.99 <u>\$29.39</u>	\$42,122.60	\$61,857.90 <u>\$64,950.80</u>	<u>\$27.99</u>
Detective Sergeant 306	\$19.06	\$27.99 <u>\$29.39</u>	\$42,122.60	\$61,857.90 <u>\$64,950.80</u>	<u>\$27.99</u>

34.2 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in 34.1

- a. Sunset Provision: Unless otherwise negotiated and agreed to by the Parties in successor Agreement, the provisions of 34.1 and 34.2 that sets a PTO Accrual Maximum Rate payout shall terminate effective September 30, 2017. All remaining provisions of this Agreement shall remain in force until a successor Agreement is reached.

34.23 Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission. The salaries and wages depicted in Section 34.1 of this Article provides a five percent (5%) general wage increase for all bargaining unit

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members and becomes effective October 1, 2014. The parties agree there shall be no ~~bonuses or increase in base~~ compensation adjustments or any kind ~~for fiscal year 2013/14, beginning October 1, 2013 and ending September 30, 2014, nor thereafter,~~ unless agreed to by the parties in collective bargaining. The parties agree, ~~however,~~ to re-open this Agreement for the sole purpose of bargaining ~~about~~ compensation for fiscal year 2015~~4~~/2016~~5~~ (beginning October 1, 201~~5~~~~4~~ and ending September 30, 201~~6~~~~5~~) and fiscal year 2016/17 (beginning October 1, 2016 and ending September 30, 2017). Such negotiations must begin no later than June 1 for each preceding fiscal year, 2014, and notice must be given under Article 27 of this Agreement.

34.34 Education Incentive. Each employee covered by this agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his/her job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.45 Specialty Pay. Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay in effect at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission, provided, however, this shall apply only so long as an employee is a member, and such additional pay shall cease upon cessation of membership for any reason.

34.56 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective Corporal, Detective Sergeant) shall receive a clothing allowance in the amount of six-hundred dollars (\$600) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$300.00). Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment, nor shall unit employees on leave be so entitled during leave: if either such employee is partially entitled, the amount will be prorated in accordance with the periods of entitlement and non-entitlement. Clothing allowance payments are considered taxable income to the employee.

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34.67 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

- a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.78 Holiday Pay. The Parties agree the City will not pay holiday bonuses to unit employees during fiscal year 2013~~4~~/14~~5~~, which is the period beginning October 1, 2013~~4~~ and ending September 30, 2014~~5~~, nor thereafter, unless agreed to by the parties in collective bargaining. However, should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this Agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.89 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his/her regular salary upon return of the higher classified employee to work.

PBA COUNTER PROPOSAL 1
ARTICLE 34 – COMPENSATION OFCR-DET
UPDATED - SEPTEMBER 5, 2014

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ARTICLE 34

COMPENSATION

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	Hourly Min	Hourly Max	Annual Min	Annual Max	PTO Accrual Max Rate
Police Officer 300	\$16.25	\$23.04 \$24.19	\$35,912.50	\$50,918.40 \$53,464.32	\$23.04
Senior Police Officer 302	\$16.96	\$24.90 \$26.15	\$37,481.60	\$55,029.00 \$57,780.45	\$24.90
Police Detective 300	\$16.25	\$23.04 \$24.19	\$35,912.50	\$50,918.40 \$53,464.32	\$23.04
Senior Police Detective 302	\$16.96	\$24.90 \$26.15	\$37,481.60	\$55,029.00 \$57,780.45	\$24.90

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- a. Sunset Provision: Unless otherwise negotiated and agreed to by the Parties in successor Agreement, the provisions of 34.1 and 34.2 that sets a PTO Accrual Maximum Rate payout shall terminate effective September 30, 2017. All remaining provisions of this Agreement shall remain in force until a successor Agreement is reached.

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PBA COUNTER PROPOSAL
ARTICLE 36 – DURATION (BOTH UNITS)
July 9, 2014

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ARTICLE 36

DURATION

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes,
on ~~December~~ October 1, 2013, and shall terminate and expire on September 30, 2017.
It shall not renew automatically.